

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BNP Paribas, as Collateral Agent		08/31/2018	Bank: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Recorded Books Inc.
<b>Street Address:</b>	270 Skipjack Road
<b>City:</b>	Prince Frederick
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20678
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Highbridge Company, LLC
<b>Street Address:</b>	6 Business Park Road
<b>City:</b>	Old Saybrook
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06475
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Tantor Media, Incorporated
<b>Street Address:</b>	6 Business Park Road
<b>City:</b>	Old Saybrook
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06475
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4168007	D ONECLICKDIGITAL
<b>Registration Number:</b>	4027898	
<b>Registration Number:</b>	3783912	GRIOT AUDIO
<b>Registration Number:</b>	3802326	GRIOT AUDIO
<b>Registration Number:</b>	4491590	ONECLICKDIGITAL
<b>Registration Number:</b>	4572765	RBDIGITAL
<b>Registration Number:</b>	4079704	TANTOR AUDIO

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4090217	TANTOR AUDIO
Registration Number:	4717537	TANTOR MEDIA
Registration Number:	4717536	TANTOR MEDIA
Registration Number:	4717538	TANTOR MEDIA

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 202-370-4756  
Email: ipteam@cogencyglobal.com  
Correspondent Name: Jay daSilva  
Address Line 1: 1025 Vermont Ave NW, Suite 1130  
Address Line 2: COGENCY GLOBAL INC.  
Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F179083 TM REL BNP
<b>NAME OF SUBMITTER:</b>	Mariah Kenna
<b>SIGNATURE:</b>	/Mariah Kenna/
<b>DATE SIGNED:</b>	09/04/2018

**Total Attachments: 3**  
source=EDITED (9-3) TM Release - BNP PARIBAS#page3.tif  
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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release") is made as of August 31, 2018, by **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below), in favor of **RECORDED BOOKS INC.** ("Recorded Books"), **HIGHBRIDGE COMPANY, LLC** ("HighBridge") and **TANTOR MEDIA, INCORPORATED** ("Tantor", together with Recorded Books, and HighBridge, each a "Grantor" and collectively the "Grantors").

### W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of July 31, 2015, by and among the Grantors, the other grantors party thereto and Collateral Agent (as heretofore amended or otherwise modified, the "Pledge and Security Agreement"); and (ii) that certain Intellectual Property Security Agreement, dated as of July 31, 2015, by and between Recorded Books, HighBridge, Tantor and Collateral Agent (the "Intellectual Property Security Agreement"), the Grantors granted the Collateral Agent a security interest in and continuing lien on all of the Grantors' right, title and interest in, to and under the Trademarks, including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto (the "Intellectual Property Security Interest"). All capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Intellectual Property Security Agreement;

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on July 31, 2015 at Reel 5589, Frame 0571;

WHEREAS, each Grantor has satisfied in full the terms of the Pledge and Security Agreement and the applicable Intellectual Property Security Agreement and requests a release of the Intellectual Property Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Lenders, desires to terminate and grant a release of the Intellectual Property Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by each Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Lenders, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Lenders, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the Intellectual Property Security Interest in its entirety and (c) reassigns to the applicable Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Trademarks (including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Lenders, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantors, Collateral Agent, on behalf of itself and the Lenders, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

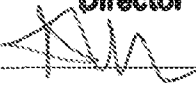
**BNP PARIBAS**, as Collateral Agent

By: \_\_\_\_\_ 

Name:

Title:

**Albert Arencibia**  
**Director**

By: \_\_\_\_\_ 

Name:

Title:

**Daniel Mancini**  
**Vice President**

[Signature Page to Release of Intellectual Property]

**Schedule 1**

**TRADEMARKS**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Country</b>
Recorded Books Inc.	D ONECLICKDIGITAL and design	7/3/12	4168007	US
Recorded Books Inc.	Design Only	9/20/11	4027898	US
Recorded Books Inc.	GRIOT AUDIO	5/4/10	3783912	US
Recorded Books Inc.	GRIOT AUDIO and design	6/15/10	3802326	US
Recorded Books Inc.	ONECLICKDIGITAL and design	3/4/14	4491590	US
Recorded Books Inc.	RBDIGITAL	7/22/14	4572765	US
HighBridge Company, LLC	HIGHBRIDGE CLASSICS	7/10/97	TMA478380	Canada
HighBridge Company, LLC	HIGHBRIDGE & Design	6/12/97	TMA477704	Canada
Tantor Media, Incorporated	TANTOR AUDIO	1/3/12	4079704	US
Tantor Media, Incorporated	TANTOR AUDIO	1/24/12	4090217	US
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	4717537	US
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	4717536	US
Tantor Media, Incorporated	TANTOR MEDIA	4/7/15	4717538	US